

B 210A (Form 210A) (12/09)

UNITED STATES BANKRUPTCY COURT

SOUTHERN DISTRICT OF NEW YORK

In re Lehman Brothers Holdings Inc., et al., Debtors.

Case No. 08-13555 (JMP)
(Jointly Administered)

TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

<u>Monarch Master Funding Ltd</u> Name of Transferee	<u>Barclays Bank PLC</u> Name of Transferor
Name and Address where notices to transferee should be sent:	Court Claim # (if known): <u>67075</u>
	Total Amount of Claim as Filed: <u>\$1,444,042.64</u>
	Total Allowed Amount of Claim: <u>\$1,444,042.64</u>
	Allowed Amount of Claim to be Transferred: <u>\$1,444,042.64</u>
Monarch Master Funding Ltd c/o Monarch Alternative Capital LP 535 Madison Avenue, Floor 26 New York, NY 10022 Attn: Michael Gillin Phone: (212) 554-1743 Fax: 1-(866)-741-3564 Email: michael.gilllin@monarchlp.com; fundops@monarchlp.com	Date Claim Filed: <u>09/13/2010</u> Debtor: <u>Lehman Brothers Special Financing Inc.</u>
Name and Address where transferee payments should be sent (if different from above): N/A	Name and Address of Transferor: Barclays Bank PLC Timothy Bass, Dan Miranda and Paul Zedlovich c/o Barclays Capital 745 Seventh Avenue New York, New York 10019

****PLEASE SEE ATTACHED DOCUMENTS****

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

MONARCH MASTER FUNDING LTD

By: Monarch Alternative Capital LP
Its: Advisor

By: _____
Name of Transferee/Transferee's Agent

Date: August 30, 2012

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 & 3571.

Christopher Santana
Managing Principal

Exhibit A

Evidence of Transfer from Transferor to Transferee

EXHIBIT A1

Evidence of Transfer of LBSF Claim

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re Lehman Brothers Special Financing Inc., Case No. 08-13888

EVIDENCE OF TRANSFER OF CLAIM

Barclays Bank PLC ("Seller") and **Monarch Master Funding Ltd** ("Buyer") hereby agree and acknowledge that Seller has unconditionally and irrevocably sold, transferred and assigned to Buyer an undivided interest (the "Monarch Interest") equal to \$1,444,042.64 in allowed amount (the "Monarch Claim Amount") of all of Seller's rights, title and interest in and to Seller's claim (which was assigned proof of claim number 67075, on September 13, 2010) (the "Claim") against Lehman Brothers Special Financing Inc. (the "Debtor") whose Chapter 11 bankruptcy case is pending in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court") (or any other court with jurisdiction over the bankruptcy proceedings) as In re Lehman Brothers Special Financing Inc., Case No. 08-13888.

Seller hereby waives any objection to the transfer of the Monarch Interest (the "Transferred Claim") to Buyer on the books and records of the Debtor and the Bankruptcy Court, and hereby waives to the fullest extent permitted by law any notice or right to a hearing as may be imposed by Rule 3001 of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law. Seller acknowledges and understands, and hereby stipulates, that an order of the Bankruptcy Court may be entered without further notice to Seller transferring to Buyer the Transferred Claim and recognizing the Buyer as the sole owner and holder of the Transferred Claim. Seller further directs the Debtor, the Bankruptcy Court and all other interested parties that all further notices relating to the Transferred Claim, and all payments or distributions of money or property in respect of the Transferred Claim, shall be delivered or made to the Buyer.

IN WITNESS WHEREOF, the undersigned has duly executed this Evidence of Transfer of Claim by its duly authorized representative dated the 30 day of August, 2012.

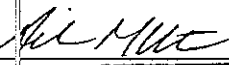
SELLER:	BUYER:
BARCLAYS BANK PLC	MONARCH MASTER FUNDING LTD
	By: Monarch Alternative Capital LP
	Its: Advisor
By 	By _____
Name: <div style="border: 1px solid black; padding: 2px; display: inline-block;">Authorized Signatory Aileen Montana Vice President</div>	Name: _____
Title: _____	Title: _____

EXHIBIT A1

Evidence of Transfer of LBSF Claim

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re Lehman Brothers Special Financing Inc., Case No. 08-13888

EVIDENCE OF TRANSFER OF CLAIM

Barclays Bank PLC ("Seller") and **Monarch Master Funding Ltd** ("Buyer") hereby agree and acknowledge that Seller has unconditionally and irrevocably sold, transferred and assigned to Buyer an undivided interest (the "Monarch Interest") equal to \$1,444,042.64 in allowed amount (the "Monarch Claim Amount") of all of Seller's rights, title and interest in and to Seller's claim (which was assigned proof of claim number 67075, on September 13, 2010) (the "Claim") against Lehman Brothers Special Financing Inc. (the "Debtor") whose Chapter 11 bankruptcy case is pending in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court") (or any other court with jurisdiction over the bankruptcy proceedings) as In re Lehman Brothers Special Financing Inc., Case No. 08-13888.

Seller hereby waives any objection to the transfer of the Monarch Interest (the "Transferred Claim") to Buyer on the books and records of the Debtor and the Bankruptcy Court, and hereby waives to the fullest extent permitted by law any notice or right to a hearing as may be imposed by Rule 3001 of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law. Seller acknowledges and understands, and hereby stipulates, that an order of the Bankruptcy Court may be entered without further notice to Seller transferring to Buyer the Transferred Claim and recognizing the Buyer as the sole owner and holder of the Transferred Claim. Seller further directs the Debtor, the Bankruptcy Court and all other interested parties that all further notices relating to the Transferred Claim, and all payments or distributions of money or property in respect of the Transferred Claim, shall be delivered or made to the Buyer.

IN WITNESS WHEREOF, the undersigned has duly executed this Evidence of Transfer of Claim by its duly authorized representative dated the 30 day of August, 2012.

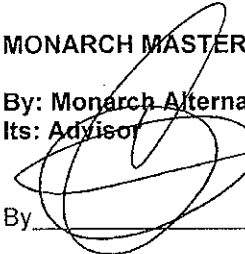
SELLER: BARCLAYS BANK PLC By _____ Name: Title:	BUYER: MONARCH MASTER FUNDING LTD By: Monarch Alternative Capital LP Its: Advisor  By _____ Name: Chris [illegible] Managing [illegible] Title:
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Exhibit B

Proof of Claim

United States Bankruptcy Court/Southern District of New York Lehman Brothers Holdings Claims Processing Center c/o Epiq Bankruptcy Solutions, LLC FDR Station, P.O. Box 5076 New York, NY 10150-5076		<h2 style="margin: 0;">PROOF OF CLAIM</h2>	
In Re: Lehman Brothers Holdings Inc., et al. Debtors.	Chapter 11 Case No. 08-13555 (JMP) (Jointly Administered)	Filed: USBC - Southern District of New York Lehman Brothers Holdings Inc., Et Al. 08-13555 (JMP) 0000067075	
Name of Debtor Against Which Claim is Held Lehman Brothers Special Financing Inc.		Case No. of Debtor 08-13555	
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503. Additionally, this form should not be used to make a claim for Lehman Programs Securities (See definition on reverse side.)			
Name and address of Creditor: (and name and address where notices should be sent if different from Creditor) ICP Structured Credit Income Master Fund Ltd c/o Institutional Credit Partners LLC 1120 Avenue of the Americas, Suite 1507 New York, New York 10036 Attn: Maryann Gargano, Controller		<input checked="" type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim.	
Telephone number: 212-821-1984 Email Address: mgargano@icpcapital.com		Court Claim Number: 32548 (If known) Filed on: 09/22/2009	
Name and address where payment should be sent (if different from above) Telephone number: Email Address:		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check this box if you are the debtor or trustee in this case.	
<div style="display: flex; justify-content: space-between;"> <div style="width: 65%;"> <p>1. Amount of Claim as of Date Case Filed: \$ 1,444,042.64</p> <p>If all or part of your claim is secured, complete Item 4 below; however, if all of your claim is unsecured, do not complete item 4.</p> <p>If all or part of your claim is entitled to priority, complete Item 5.</p> <p>If all or part of your claim qualifies as an Administrative Expense under 11 U.S.C. § 503(b)(9), complete Item 6.</p> <p><input checked="" type="checkbox"/> Check this box if all or part of your claim is based on a Derivative Contract.*</p> <p><input type="checkbox"/> Check this box if all or part of your claim is based on a Guarantee.*</p> <p>*IF YOUR CLAIM IS BASED ON AMOUNTS OWED PURSUANT TO EITHER A DERIVATIVE CONTRACT OR A GUARANTEE OF A DEBTOR, YOU MUST ALSO LOG ON TO http://www.lehman-claims.com AND FOLLOW THE DIRECTIONS TO COMPLETE THE APPLICABLE QUESTIONNAIRE AND UPLOAD SUPPORTING DOCUMENTATION OR YOUR CLAIM WILL BE DISALLOWED.</p> <p><input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of interest or additional charges. Attach itemized statement of interest or charges to this form or on http://www.lehman-claims.com if claim is based on a Derivative Contract or Guarantee.</p> </div> <div style="width: 30%;"> <p>5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount.</p> <p>Specify the priority of the claim:</p> <p><input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).</p> <p><input type="checkbox"/> Wages, salaries or commissions (up to \$10,950), earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4).</p> <p><input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5).</p> <p><input type="checkbox"/> Up to \$2,425 of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(7).</p> <p><input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8).</p> <p><input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a)(_____).</p> <p>Amount entitled to priority:</p> <p>\$ _____</p> </div> </div>			
<p>2. Basis for Claim: see attached (See instruction #2 on reverse side.)</p> <p>3. Last four digits of any number by which creditor identifies debtor: _____ 3a. Debtor may have scheduled account as: _____ (See instruction #3a on reverse side.)</p> <p>4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: _____ Value of Property: \$ _____ Annual Interest Rate _____ % Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ _____ Basis for perfection: _____ Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____</p>			
<p>6. Amount of Claim that qualifies as an Administrative Expense under 11 U.S.C. § 503(b)(9): \$ _____ (See instruction #6 on reverse side.)</p>			
<p>7. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.</p> <p>8. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages and security agreements. Attach redacted copies of documents providing evidence of perfection of a security interest. (See definition of "redacted" on reverse side.) If the documents are voluminous, attach a summary. DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain:</p>			
Date: 9/10/10	Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any. Maryann Gargano		

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general rules.

Items to be completed in Proof of Claim form

Name of Debtor, and Case Number:

YOU MUST INDICATE THE SPECIFIC DEBTOR AGAINST WHICH YOUR CLAIM IS ASSERTED, INCLUDING THE NAME OF THE DEBTOR AND THE RELATED CASE NUMBER (DEBTORS AND CASE NUMBERS LISTED BELOW), IN THE SPACE ALLOTTED AT THE TOP OF THE CLAIM FORM.

08-13555	Lehman Brothers Holdings Inc.	08-13905	CES Aviation LLC
08-13600	LB 745 LLC	08-13906	CES Aviation V LLC
08-13885	Lehman Brothers Commodity Services Inc.	08-13907	CES Aviation IX LLC
08-13888	Lehman Brothers Special Financing Inc.	08-13908	East Dover Limited
08-13893	Lehman Brothers OTC Derivatives Inc.	09-10108	Luxembourg Residential Properties Loan Finance S.a.r.l.
08-13899	Lehman Brothers Derivative Products Inc.	09-10137	BNC Mortgage LLC
08-13900	Lehman Commercial Paper Inc.	09-10558	Structured Asset Securities Corporation
08-13901	Lehman Brothers Commercial Corporation	09-10560	LB Rose Ranch LLC
08-13902	Lehman Brothers Financial Products Inc.	09-12516	LB 2080 Kalakaua Owners LLC
08-13904	Lehman Scottish Finance L.P.	08-13664	PAMI Statter Arms LLC

If your Claim is against multiple Debtors, complete a separate form for each Debtor.

Creditor's Name and Address:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

1. Amount of Claim as of Date Case Filed:

State the total amount owed to the creditor on the date of the Bankruptcy filing. Follow the instructions concerning whether to complete items 4, 5 and 6. Check the box if interest or other charges are included in the claim.

2. Basis for Claim:

State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card.

3. Last Four Digits of Any Number by Which Creditor Identifies Debtor:

State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.

3a. Debtor May Have Scheduled Account As:

Use this space to report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

4. Secured Claim:

Check the appropriate box and provide the requested information if the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See DEFINITIONS, below.) State the type and the value of property that secures the claim, attach copies of lien documentation, and state annual interest rate and the amount past due on the claim as of the date of the bankruptcy filing.

5. Amount of Claim Entitled to Priority Under 11 U.S.C. §507(a).

If any portion of your claim falls in one or more of the listed categories, check the appropriate box(es) and state the amount entitled to priority. (See DEFINITIONS, below.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

6. Amount of Claim that qualifies as an Administrative Expense under 11 U.S.C. §503(b)(9)

State the value of any goods received by the debtor within 20 days before the date of commencement in which the goods have been sold to the debtor in the ordinary course of the debtor's business.

7. Credits:

An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

8. Documents:

Attach to this proof of claim form redacted copies documenting the existence of the debt and of any lien securing the debt. You may also attach a summary. You must also attach copies of documents that evidence perfection of any security interest. You may also attach a summary. FRBP 3001(c) and (d). Do not send original documents, as attachments may be destroyed after scanning.

Date and Signature:

The person filing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2), authorizes courts to establish local rules specifying what constitutes a signature. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.

DEFINITIONS

Debtor

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

Creditor

A creditor is the person, corporation, or other entity owed a debt by the debtor on the date of the bankruptcy filing.

Claim

A claim is the creditor's right to receive payment on a debt that was owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. §101(5). A claim may be secured or unsecured.

Proof of Claim

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the Claims Agent at the following address:

Lehman Brothers Holdings Claims Processing
c/o Epiq Bankruptcy Solutions, LLC
FDR Station, PO Box 5076
New York, NY 10150- 5076

Secured Claim Under 11 U.S.C. §506(a)

A secured claim is one backed by a lien on property of the debtor. The claim is secured so long as the creditor has the right to be paid from the property prior to other creditors. The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Examples of liens on property include a mortgage on real estate or a security interest in a car. A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien. A claim also may be secured if the creditor owes the debtor money (has a right to setoff).

Unsecured Claim

An unsecured claim is one that does not meet the requirements of a secured claim. A claim may be partly unsecured if the amount of the claim exceeds the value of the property on which the creditor has a lien.

Claim Entitled to Priority Under 11 U.S.C. §507(a)

Priority claims are certain categories of unsecured Claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

Redacted

A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. A creditor should redact and use only the last four digits of any social-security, individual's tax identification, or financial-account number, all but the initials of a minor's name and only the year of any person's date of birth.

Evidence of Perfection

Evidence of perfection may include a mortgage, lien, certificate of title, financing statement, or other document showing that the lien has been filed or recorded.

Derivative Contract

A contract that is any of (i) a "swap agreement" as such term is defined in section 101(53B) of the Bankruptcy Code or (ii) a "forward contract" as such term is defined in section 101(25) of the Bankruptcy Code. A cash-market purchase or sale of a security or loan (i.e. any purchase or sale of a security or loan for settlement within the standard settlement cycle for the relevant market), exchange-traded future or option, securities loan transaction, repurchase agreement in respect of securities or loans, and any guarantee or reimbursement obligations which would otherwise be included in the definition of such terms in the Bankruptcy Code shall not be considered a Derivative Contract for the purposes of this definition nor shall any notes, bonds, or other securities issued by the Debtors or their affiliates (including, but not limited to, Lehman Brothers Holdings Inc., Lehman Brothers Treasury Co. B.V., Lehman Brothers Bankhaus AG, Lehman Brothers Holdings plc, Lehman Brothers Securities N.V., and Lehman Brothers (Luxembourg) Equity Finance S.A.).

Guarantee

A promise, representation or agreement to answer for the payment of some debt or the performance of some duty in case of the failure of another person or entity who is liable in the first instance.

Lehman Programs Securities

Lehman Programs Securities means those securities included on the Lehman Programs Securities list available on <http://www.lehman-docket.com> as of July 27, 2009.

INFORMATION

Acknowledgment of Filing of Claim

To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim, or you may access the Claims Agent's system (<http://www.lehman-docket.com>) to view your filed proof of claim.

Offers to Purchase a Claim

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 *et seq.*), and any applicable orders of the bankruptcy court.

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re

LEHMAN BROTHERS HOLDINGS INC., *et al.*,

Debtors.

Chapter 11 Case No.

08-13555 (JMP)

(Jointly Administered)

**ATTACHMENT TO AMENDED PROOF OF CLAIM OF ICP STRUCTURED CREDIT
INCOME MASTER FUND LTD AGAINST LEHMAN BROTHERS SPECIAL
FINANCING INC.**

The undersigned, having an office at 1120 Avenue of the Americas, Suite 1507, New York, New York 10036, is an authorized signatory of ICP Structured Credit Income Master Fund Ltd ("ICP")¹ and is duly authorized to execute and submit this amended claim (the "Amended Claim") on ICP's behalf. In support of the Amended Claim, ICP represents as follows:

Background

ISDA Agreement

1. ICP and Lehman Brothers Special Financing Inc. ("LBSF") entered into a 1992 ISDA Master Agreement (Multicurrency-Cross Border), dated as of July 20, 2007 (the "Master Agreement"), as amended and supplemented by (i) a schedule (the "Schedule"), and (ii) a credit support annex to the Schedule (the "Credit Support Annex," and collectively with the Master Agreement and the Schedule, the "ISDA Agreement").

2. Under Paragraph 2 of the Credit Support Annex, each of LBSF and ICP pledged to the other counterparty, as security for all of its present and future obligations under

¹ On August 14, 2008, "ICP Structured Credit Income Master Fund Ltd" was renamed "ICP Strategic Credit Income Master Fund Ltd."

the ISDA Agreement, a first priority continuing security interest in, lien on and right of Set-off (as defined in the ISDA Agreement) against all Posted Collateral (as such term is defined in the ISDA Agreement) Transferred (as defined in the ISDA Agreement) to or received from the other.

3. Lehman Brothers Holdings Inc. ("LBHI") entered into a guarantee (the "ISDA Guarantee") in favor of ICP as additional credit support for LBSF in connection with the ISDA Agreement. Under the ISDA Guarantee, LBHI unconditionally guaranteed to ICP "the due and punctual payment of all amounts payable by [LBSF] in connection with each Transaction [(as defined in the ISDA Guarantee)] when and as [LBSF's] obligations thereunder shall become due and payable in accordance with the terms of the [ISDA] Agreement." ISDA Guarantee, ¶ (a). LBHI further agreed upon written demand to pay or cause to be paid any amounts payable by LBSF punctually when and as it shall become due and payable. Id. The ISDA Guarantee is a guarantee of payment, not a guarantee of collection. Id. at ¶ (b).

4. On June 9, 2005, the Executive Committee of the Board of Directors of LBHI adopted a certain resolution by unanimous consent, which stated that LBHI "fully guarantee[d] the payment of all liabilities, obligations and commitments of the subsidiaries set forth on Schedule A," which schedule identified, among others, LBSF (the "Board Guarantee", and together with the ISDA Guarantee, the "Guarantees"). Board Guarantee, at 2.

Bankruptcy Cases

5. LBHI filed a petition for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court") on September 15, 2008 (the "Petition Date"). LBSF filed a petition for relief under chapter 11 of the Bankruptcy Code on October 3, 2008.

6. On July 2, 2009, the Bankruptcy Court entered an order (the "Chapter 11 Bar Date Order"), setting September 22, 2009 at 5:00 p.m. (prevailing Eastern Time) (the "Chapter 11 Bar Date") as the last date and time for filing proofs of claim the bankruptcy cases of LBSF or LBHI (collectively, and together with the bankruptcy cases of all affiliate debtors, the "Bankruptcy Cases"). In accordance with the Chapter 11 Bar Date Order, ICP filed a proof of claim in this case against LBSF on September 22, 2009, Claim Number 32548 (the "Initial Claim"). This Amended Claim amends and supersedes the Initial Claim.

Basis of Claim

Pursuant to the terms of the ISDA Agreement, ICP delivered to LBSF a statement of calculations, dated September 19, 2008 (the "Calculation Statement"), which was received by LBSF on September 19, 2008. ICP, LBHI and LBSF (collectively, the "Parties") subsequently entered into a termination agreement, dated as of May 12, 2010 (the "Termination Agreement"), by which the Parties agreed to a settlement amount in favor of ICP in the amount of \$1,444,042.64 (the "Claim Amount").

7. As of the date of the filing of this Amended Claim, ICP has received no payment on account of any portion of the Claim Amount from LBSF or LBHI. ICP accordingly asserts this Amended Claim against LBSF under the Termination Agreement for the full Claim Amount (in addition to asserting a similar claim against LBHI under the Guarantees, which claim is subject of a separate proof of claim).

8. No judgment has been rendered on account of the Amended Claim.

9. The amounts of any payment on the Amended Claim has been credited and deducted for the purpose of making this Amended Claim.

10. The Amended Claim is filed as an unsecured claim.

11. All notices and distributions in respect of the Amended Claim should be forwarded to:

ICP Structured Credit Income Master Fund Ltd
c/o Institutional Credit Partners LLC
1120 Avenue of the Americas, Suite 1507
New York, New York 10036
Attn: Maryann Gargano, Controller

12. This Amended Claim is filed to protect ICP from forfeiture of its claims by reason of a Chapter 11 Bar Date. The filing of this proof of claim is not and should not be construed to be: (a) a waiver or release of the rights of ICP against any other entity or person liable for all or part of any claim described herein; (b) a waiver of the right to seek to have the reference withdrawn or contest the Court's jurisdiction with respect to the subject matter of these claims, any objection or other proceeding commenced with respect thereto, or any other proceeding commenced in this case against or otherwise involving ICP; (c) a waiver of any right to the subordination, in favor of ICP, of indebtedness or liens held by creditors of LBSF, LBHI, or any affiliated debtor; or (d) an election of choice of law or remedy that waives or otherwise affects any other remedy of ICP.

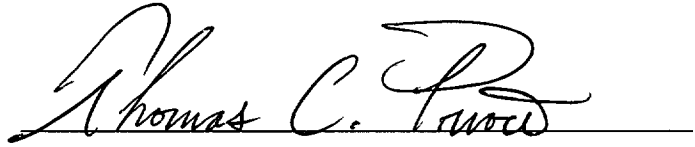
13. ICP reserves the right, in accordance with Court orders and procedures to amend, modify and/or supplement this Amended Claim, and/or file additional claims from time to time as may be necessary or appropriate.

14. The filing of this Amended Claim shall not constitute a concession or admission by ICP of any liability or the existence or veracity of any facts with respect to any claim that has been or may be asserted against ICP by third parties.

15. Nothing contained herein shall limit the rights of ICP from commencing any proceeding or taking any action concerning its claims or any lien or security interest to the extent permitted by the Bankruptcy Code or applicable non-bankruptcy law.

Dated: New York, NY
September __, 2010

**ICP STRUCTURED CREDIT INCOME
MASTER FUND LTD**

A handwritten signature in black ink, appearing to read "Thomas C. Priore", is written over a horizontal line.

By: *Thomas C. Priore*

Title: *Member*



September 8, 2010

ICP Structured Credit Income Master Fund Ltd
c/o Institutional Credit Partners LLC
1120 Avenue of the Americas, Suite 1507
New York, New York 10036

VIA OVERNIGHT MAIL

Epiq Bankruptcy Solutions, LLC
Attn: Lehman Brothers Holdings Claims Processing
757 Third Avenue
New York, New York 10017

Re: Lehman Brothers Claims

Dear Sir or Madam:

Enclosed are two amended proofs of claim to be filed, which are:

- ICP Structured Credit Income Master Fund Ltd against Lehman Brothers Special Financing, Inc., in the amount of \$1,444,042.64.
- ICP Structured Credit Income Master Fund Ltd against Lehman Brothers Holdings Inc., in the amount of \$1,444,042.64.

As noted on the proofs of claim form and in their respective attachments, these amended claims amend and restate prior claims. Please call me at 212-821-1924 if you have any questions.

Very truly yours,

A handwritten signature in black ink, appearing to read "Thomas C. Priore".

Thomas C. Priore

INSTITUTIONAL CREDIT PARTNERS LLC

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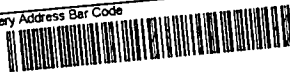
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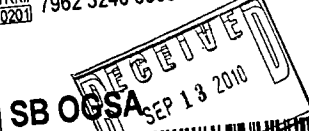
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